~~Agreement for Yvette Robinson DRAFT 4/12/99~~

~~April __~~

April 15, 1999

Reverend Charles Williams
President
Indiana Black Expo, Inc.
3145 North Meridian Street
Indianapolis, Indiana 46208

Indiana Black Expo

Dear Reverend Williams:

This letter constitutes the agreement (the "Agreement") between Philip Morris Incorporated, a Virginia corporation with executive offices located at 120 Park Avenue, New York, New York 10017 ("Philip Morris"), and Indiana Black Expo, Inc., an Indiana corporation with executive offices located at 3145 North Meridian Street, Indianapolis, Indiana 46208 ("Promoter"), regarding Philip Morris' sponsorship of the Indiana Black Expo Summer Celebration (the "Event") to be held on July 16, 1999 through July 18, 1999, at the RCA Dome/Indiana Convention Center in Indianapolis, Indiana. The terms of the Agreement follow.

1. Sponsorship Rights. In consideration of Philip Morris' sponsorship of the Event, and payment of the talent and production costs in connection with the concert to be held in connection with the Event on July 16, 1999, in the American Legion Mall (the "Concert"), Promoter grants to Philip Morris the following sponsorship rights:

(a) the exclusive right to distribute incentive items and conduct name generation among smokers twenty-one years of age or older who present government issued identification bearing date of birth;

(b) the exclusive right to hang and display signage at the American Legion Mall stage and at other locations at the site of the Event to be mutually agreed upon by the parties. The signage will bear the Philip Morris name;

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(d) adhering to production requirements and signage lighting requirements for the Concert provided by Philip Morris and to performance agreements with the artists who will perform at the Concert, including riders thereto.

Promoter will obtain all releases, licenses, permits, approvals, consents and other documents required in connection with the Concert and the Event and for the performance of Promoter's duties under the Agreement.

3. Philip Morris' Responsibilities. Philip Morris will be responsible for arranging for, and paying all costs associated with, the talent and production for the Concert.

4. Sponsorship Payment. In addition to paying all of the costs associated with the talent and production for the Concert, for the rights and permissions granted under the Agreement, Philip Morris will pay Promoter $15,000. Philip Morris will pay Promoter $7,500 within thirty days after the complete execution of the Agreement and Promoter's submission of an invoice, and the balance of $7,500 within thirty days after ~~Promoter's~~ **Promoter's** submission of an invoice on or about July ~~13~~ **16**, 1999.

5. Term and Termination.

(a) The term of the Agreement will commence as of the date of the Agreement, and will continue through the later of completion of the Event and Concert or Promoter's complete performance of its obligations under the Agreement to the satisfaction of Philip Morris. Philip Morris may terminate the Agreement, with or without cause, upon thirty days' advance, written notice to Promoter. If Philip Morris terminates the Agreement without cause, Philip Morris will have no liability to Promoter after the termination date specified in Philip Morris' notice of termination with the exception of nonrecoverable costs properly incurred by Promoter prior to the termination date. If the Agreement is so terminated, Promoter will promptly refund to Philip Morris all amounts paid to Promoter by Philip Morris pursuant to the Agreement. Promoter may deduct from the refund all nonrecoverable costs properly incurred by Promoter prior to the termination date. Promoter will immediately supply documentation for all amounts so deducted.

(b) If any federal, state, municipal or local law, regulation, ordinance, order, ruling, judgment, consent decree or other governmental action becomes effective which makes the promotion of tobacco products as contemplated by the Agreement unlawful, impracticable or, in the judgment of Philip Morris, materially reduces the value of the Agreement to Philip Morris, the Agreement may be terminated by Philip Morris as of the date that the law, regulation, ordinance, order, ruling, judgment, consent decree or action becomes effective. If the Agreement is so terminated, Promoter will refund to Philip Morris all amounts paid to Promoter by Philip Morris in connection with the Agreement. Promoter may deduct from the refund all documented nonrecoverable costs properly incurred by Promoter on behalf of Philip Morris in connection with the Agreement. Promoter will immediately deliver documentation for all such costs so deducted.

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6. Renewal. If the Event is held in 2000, Philip Morris has the right to renew the Agreement upon written notice delivered to Promoter on or before May 1, 2000. If Philip Morris elects to renew the Agreement, all terms and conditions of the Agreement will be incorporated in any renewal, with the exception of appropriate date changes and payment terms. The parties will negotiate such terms in good faith and will memorialize their agreement in a separate writing.

7. Exclusivity. Promoter will not enter into sponsorship agreements with any other manufacturer of cigarettes or other tobacco products, nor permit any signage or commercial identification of any other cigarettes or other tobacco products or tobacco product branded incentive items in connection with the Event, without the prior, written consent of Philip Morris.

8. Independent Contractor. Promoter is and will remain an independent contractor and nothing in the Agreement will be construed to create a relation of principal and agent or employer and employee between Philip Morris and Promoter or any of Promoter's employees or agents within the meaning of any federal, state or local law. Except as specifically stated in the Agreement, Promoter will not enter into any agreement, oral or written, on behalf of Philip Morris or otherwise obligate Philip Morris without Philip Morris' prior, written approval.

9. The Philip Morris Names. Promoter recognizes and acknowledges that the Philip Morris name and the names of the Philip Morris brands and the designs, emblems, slogans and insignia associated with Philip Morris and its brands have great value and goodwill and are the sole property of Philip Morris, and Promoter agrees that it has and will claim no right, title or interest in or to the same or the right to use the same except in accordance with the terms and conditions of the Agreement.

10. Indemnity. Promoter agrees to indemnify and hold harmless Philip Morris, its affiliates and each of their respective officers, employees, directors and agents from all claims, liabilities, costs or expenses, including reasonable attorneys' fees, that arise from or may be attributable to any error, omission or fault of Promoter. Promoter's obligation to indemnify and hold harmless will survive the termination or expiration of the Agreement.

11. Insurance. ~~[Please Confirm]~~ Prior to the commencement of the Event, Promoter will deliver to Philip Morris original certificates of insurance evidencing coverage for (i) comprehensive general liability, including advertisers', spectators', participants', host liquor and contractual liability, with limits of no less than $5,000,000 combined single limit for bodily injury, including personal injury, and property damage; (ii) comprehensive automobile liability, including all owned, non-owned and hired vehicles, with limits of no less than $5,000,000 combined single limit; and (iii) statutory workers' compensation coverage meeting all state and local requirements, including coverage for employers' liability with limits of no less than $500,000. The insurance certificates required by subparagraphs (i) and (ii) must name Philip Morris, its affiliates, employees and assigns as additional insureds and must state that Philip Morris will be provided at least thirty days' prior, written notice of any cancellation or modification of the insurance. The insurance required must be primary coverage without right of

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